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2001 MAY -1 A 11: 36

April 30, 2001

AZ CORP COMMISSION
DOCUMENT CONTROL

Patrick Williams
Arizona Corporation Commission
1200 West Washington
Phoenix, Arizona 85007

50
(#63528)

RE: Compliance Documents in Regard to Decision 63528

Dear Mr. Williams:

Enclosed are the documents requested in your correspondence dated April 4, 2001.

- A. Please see enclosed documents;
- B. Please see enclosed documents;
- C. Please see enclosed documents;

Very truly yours,

Stacey Arriola
Legal Asst

#37103

Arizona Corporation Commission
DOCKETED

MAY 01 2001

DOCKETED BY	
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ORIGINAL

Master Group

Q99

Based on ReQwest rates from Qwest May 1999

9.9 cents per minute for state to state calls in the continental United States

Full minute rounding

NEW SALES
MARKET LINK

COPY

Q99 Interstate OB

Abbrv	State	Starlink's Interstate Outbound Sell Rate for 48 states
AL	Alabama	0.0990
AR	Arkansas	0.0990
AZ	Arizona	0.0990
CA	California	0.0990
CO	Colorado	0.0990
CT	Connecticut	0.0990
DC	Dist. Of Columbia	0.0990
DE	Delaware	0.0990
FL	Florida	0.0990
GA	Georgia	0.0990
IA	Iowa	0.0990
ID	Idaho	0.0990
IL	Illinois	0.0990
IN	Indiana	0.0990
KS	Kansas	0.0990
KY	Kentucky	0.0990
LA	Louisiana	0.0990
MA	Massachussetts	0.0990
MD	Maryland	0.0990
ME	Maine	0.0990
MI	Michigan	0.0990
MN	Minnesota	0.0990
MO	Missouri	0.0990
MS	Mississippi	0.0990
MT	Montana	0.0990
NC	North Carolina	0.0990
ND	North Dakota	0.0990
NE	Nebraska	0.0990
NH	New Hampshire	0.0990
NJ	New Jersey	0.0990
NM	New Mexico	0.0990
NV	Nevada	0.0990
NY	New York	0.0990
OH	Ohio	0.0990
OK	Oklahoma	0.0990
OR	Oregon	0.0990
PA	Pennsylvania	0.0990
RI	Rhode Island	0.0990
SC	South Carolina	0.0990
SD	South Dakota	0.0990
TN	Tennessee	0.0990
TX	Texas	0.0990
UT	Utah	0.0990
VA	Virginia	0.0990
VT	Vermont	0.0990
WA	Washington	0.0990
WI	Wisconsin	0.0990
WV	West Virginia	0.0990
WY	Wyoming	0.0990

Q99 Intrastate OB

Abbrv	State	Starlink's Intrastate Outbound Sell Rate for 48 states
AL	Alabama	0.0842
AR	Arkansas	0.1587
AZ	Arizona	0.1863
CA	California	0.0621
CO	Colorado	0.1946
CT	Connecticut	0.0883
DC	Dist. Of Columbia	0.1366
DE	Delaware	0.0607
FL	Florida	0.1352
GA	Georgia	0.1104
IA	Iowa	0.1518
ID	Idaho	0.1822
IL	Illinois	0.0593
IN	Indiana	0.0856
KS	Kansas	0.1435
KY	Kentucky	0.1214
LA	Louisiana	0.0842
MA	Massachussetts	0.0966
MD	Maryland	0.0800
ME	Maine	0.2650
MI	Michigan	0.0731
MN	Minnesota	0.1670
MO	Missouri	0.1601
MS	Mississippi	0.1063
MT	Montana	0.1656
NC	North Carolina	0.1808
ND	North Dakota	0.2415
NE	Nebraska	0.2318
NH	New Hampshire	0.1242
NJ	New Jersey	0.1076
NM	New Mexico	0.2608
NV	Nevada	0.0869
NY	New York	0.1339
OH	Ohio	0.0773
OK	Oklahoma	0.0966
OR	Oregon	0.1339
PA	Pennsylvania	0.1435
RI	Rhode Island	0.1628
SC	South Carolina	0.1449
SD	South Dakota	0.1780
TN	Tennessee	0.1463
TX	Texas	0.1946
UT	Utah	0.1049
VA	Virginia	0.1504
VT	Vermont	0.2084
WA	Washington	0.1201
WI	Wisconsin	0.0704
WV	West Virginia	0.1546
WY	Wyoming	0.1766

Q99 Inter (AKH-PRV)

OUTBOUND - Traffic Terminating (xxAKH & xxPRV)

	Sell Rate
Alaska	0.1932
Hawaii	0.1932
Puerto Rico	0.1932
USVI	0.1932

Q99 Canada & Mexico

COUNTRY	CODE	Starlinks sell rate
CANADA	N/A	\$0.1635

COUNTRY	CODE	Starlinks sell rate
Mexico	Rate Step 1	0.2745
Mexico	Rate Step 2	0.3300
Mexico	Rate Step 3	0.3300
Mexico	Rate Step 4	0.3840
Mexico	Rate Step 5	0.3840
Mexico	Rate Step 6	0.3840
Mexico	Rate Step 7	0.3840
Mexico	Rate Step 8	0.3840

* All Mexico minutes will be billed in 60 second initial/60 second increments.

International Country	Starlinks sell rate
Afghanistan	1.8750
Albania	0.4410
Algeria	0.5175
American Samoa	0.3540
Andorra	0.3255
Angola	0.5985
Anguilla	0.5685
Antarctica (Casey&Scott)	0.4965
Antigua	0.5700
Argentina	0.5535
Armenia	0.8505
Aruba	0.4575
Ascension Island	1.1295
Australia	0.1590
Austria	0.2040
Azerbaijan	0.6180
Azores	1.0500
Bahamas	0.2775
Bahrain	0.9090
Bangladesh, People's Republic of	1.1475
Barbados	0.6090
Belarus	0.5685
Belgium	0.1590
Belize	0.7590
Benin, People's Republic of	0.7230
Bermuda	0.2670
Bhutan	0.6885
Bolivia	0.7485
Bosnia & Herzegovina, Republic of	0.4800
Botswana	0.5040
Brazil	0.4500
British Virgin Islands	0.5175
Brunei	0.5415
Bulgaria	0.4530
Burkina Faso	0.9450
Burundi	0.8385
Cambodia	1.3110
Cameroon, United Republic of	1.0890
Canada	0.1635
Cape Verde Islands	0.7875
Cayman Islands	0.4230
Central African Republic	1.3470
Chad	1.5015
Chile	0.2685
China, People's Republic of	0.5895
Christmas & Cocos Islands	0.7590
Colombia	0.9570
Comoros, Fed. Islamic Rep.	0.7890
Congo, Republic of	0.9750
Cook Islands	1.6320
Costa Rica	0.3840
Croatia, Republic of	0.4575
Cuba	1.2510
Cyprus	0.4770
Czech Republic	0.3675

International Country	Starlinks sell rate
Denmark	0.1830
Diego Garcia	1.0185
Djibouti, Republic of	1.0965
Dominica	0.7440
Dominican Republic	0.3090
Ecuador	0.4830
Egypt, Arab Republic of	0.8745
El Salvador	0.5775
Equatorial Guinea, Republic of	1.2705
Eritrea	1.4760
Estonia	0.3675
Ethiopia	1.3860
Faeroe Islands	0.4245
Falkland Islands	0.4890
Fiji Islands	1.0800
Finland	0.1785
France	0.1455
French Antilles (Martinique)	0.4920
French Guiana	0.5685
French Polynesia	0.7485
Gabon Republic	0.7920
Gambia	0.7860
Georgia	1.7955
Germany, Fed Republic of	0.1485
Ghana	0.6390
Gibraltar	0.4935
Greece	0.4185
Greenland	0.4695
Grenada	0.7650
Guadeloupe	0.5685
Guam	0.1605
Guantanamo Bay	0.9945
Guatemala	0.4230
Guinea, Peoples Rev. Rep.	0.6495
Guinea-Bissau	1.1685
Guyana	1.0230
Haiti	0.7335
Honduras	0.7440
Hong Kong	0.1995
Hungary	0.3390
Iceland	0.2340
India	0.9255
Indonesia	0.6495
INMARSAT - Atlantic Ocean East	8.8740
INMARSAT - Atlantic Ocean West	8.6730
INMARSAT - Indian Ocean	8.6730
INMARSAT - Pacific Ocean	8.6730
Iran	1.1100
Iraq	1.3920
Ireland, Republic of	0.1995
Iridium	12.4200
Israel	0.2445
Italy/Vatican City	0.2205
Ivory Coast, Republic of	1.2705
Jamaica	0.7170

International Country	Starlinks sell rate
Japan	0.2130
Jordan	1.0245
Kazakhstan	0.8505
Kenya, Republic of	0.8700
Kiribati	1.2120
Korea, Dem. People's Rep of (North)	1.3890
Korea, Republic of (South)	0.2580
Kuwait	0.9390
Kyrgyzstan/ Krygyz Rep.	0.8580
Laos	1.1490
Latvia	0.4950
Lebanon	0.8460
Lesotho	0.5325
Liberia	0.6180
Libyan Arab Peoples Socialist Jamahiriya	0.4965
Liechtenstein	0.1905
Lithuania	0.5085
Luxembourg	0.2205
Macau	0.5235
Macedonia, The Former Yugoslav Rep of	0.5880
Madagascar, Dem. Rep. of	1.0110
Malawi	0.6480
Malaysia	0.3180
Maldives, Republic of	1.0395
Mali Republic	1.1685
Malta	0.3585
Marshall Islands	0.5505
Mauritania, Islamic Republic of	0.9090
Mauritius	1.1145
Mayotte Island (Comoros)	0.7890
Mexico	0.2745
Mexico	0.3300
Mexico	0.3300
Mexico	0.3840
Mexico	0.3840
Mexico	0.3840
Mexico	0.3840
Mexico	0.3840
Mexico	0.3840
Micronesia, Federal States of	0.9495
Moldova	0.6285
Monaco	0.2295
Mongolian People's Republic	1.3410
Montserrat	0.8985
Morocco	0.7080
Mozambique	0.6690
Myanmar (Formerly Burma)	1.2795
Namibia	0.3840
Nauru	0.9810
Nepal	1.1100
Netherlands	0.1470
Netherlands Antilles	0.5955
Nevis	0.6390
New Caledonia	0.9585
New Zealand	0.1665
Nicaragua	0.6495

International Country	Starlinks sell rate
Niger Republic	0.8310
Nigeria, Federal Republic of	1.0305
Niue	1.5105
Norfolk Island	0.7590
Northern Mariana Islands (including Saipan)	0.1605
Norway	0.1800
Oman	1.0500
Pakistan	1.0440
Palau, Republic of	0.8505
Panama, Republic of	0.7590
Papua New Guinea	0.5400
Paraguay	0.8070
Peru	0.5880
Philippines	0.4725
Poland, Republic of	0.4215
Portugal	0.3510
Qatar	0.9240
Reunion Island	0.7920
Romania, Socialist Republic of	0.5775
Russian Federation	0.5115
Rwanda	1.1685
San Marino	0.5130
Sao Tome	2.8395
Saudi Arabia	1.0110
Senegal Republic	1.2510
Seychelles Islands	1.3110
Sierra Leone	1.1295
Singapore, Republic of	0.2910
Slovakia	0.4500
Slovenia, Republic of	0.3510
Solomon Islands	0.8505
Somalia	1.0800
South Africa, Republic of	0.5385
Spain	0.2370
Sri Lanka, Democratic Socialist Rep of	1.1400
St. Helena	1.0110
St. Kitts	0.5490
St. Lucia	0.7440
St. Pierre/Miquelon	0.4125
St. Vincent/Grenadines	0.7080
Sudan	0.5865
Suriname, Republic of	1.2915
Swaziland	0.4380
Sweden	0.1410
Switzerland	0.1800
Syrian Arab Republic	0.9495
Taiwan, Republic of China	0.3270
Tajikistan	2.1390
Tanzania	0.7800
Thailand	0.5775
Togo, Republic of	1.1490
Tokelau	0.2985
Tonga Islands	1.3410
Trinidad & Tobago, Democratic Rep of	0.7440
Tunisia	0.6285

International Country	Starlinks sell rate
Turkey	0.4755
Turkmenistan	1.1985
Turks & Caicos	0.7440
Tuvalu	1.2915
Uganda	0.5340
Ukraine	0.5280
United Arab Emirates	0.6495
United Kingdom	0.1230
Uruguay	0.7485
Uzbekistan	0.8310
Vanuatu, Republic of	1.1490
Venezuela	0.5055
Vietnam	1.2975
Wallis & Futuna Islands	0.5550
Western Samoa	0.9495
Yemen Arab Republic	1.1490
Yemen Democratic Republic	1.6200
Yugoslavia, Federal Republic of (including Serbia)	0.5085
Zaire, Republic of	0.9300
Zambia	0.7665
Zimbabwe	0.4890

Application for Competitive Reseller CC&N
Starlink Communications, LLC

ORIGINAL

ATTACHMENT B

Proposed Tariff

STARLINK COMMUNICATIONS, LLC

Arizona C.C. Tariff No. 1
Original Sheet No. 1

TITLE SHEET

RESOLD TELECOMMUNICATIONS SERVICES

This tariff applies to the Resold Telecommunications Services furnished by Starlink Communications, LLC ("Starlink" or "Carrier") between one or more points in the State of Arizona. This tariff is on file with the Arizona Corporation Commission, and copies may be inspected, during normal business hours, at Carrier's principal place of business, 1200 Fifth Avenue, Suite 701, Seattle, Washington 98101, (206) 622-7100.

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Effective:

Issued by: George F. Holland, President and Chief Executive Officer
Starlink Communications, LLC
1200 Fifth Avenue - Suite 701
Seattle, Washington 98101

CHECK SHEET

The sheets of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
1	Original	21	Original
2	Original	22	Original
3	Original	23	Original
4	Original	24	Original
5	Original	25	Original
6	Original	26	Original
7	Original	27	Original
8	Original	28	Original
9	Original	29	Original
10	Original	30	Original
11	Original	31	Original
12	Original	32	Original
13	Original	33	Original
14	Original	34	Original
15	Original	35	Original
16	Original	36	Original
17	Original	37	Original
18	Original		
19	Original		
20	Original		

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Starlink Communications, LLC
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Seattle, Washington 98101

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APPENDIX A	A-1

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SYMBOLS

The following are the only symbols used for the purposes indicated below:

- D - Delete or Discontinue
- I - Change Resulting In An Increase to A Customer's Bill
- M - Moved From Another Tariff Location
- N - New
- R - Change Resulting In A Reduction to A Customer's Bill
- T - Change In Text or Regulation But No Change In Rate or Charge

TARIFF FORMAT

- A. **Sheet Numbering** - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. **Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect.

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TARIFF FORMAT (cont'd)

- C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

2.
2.1.
2.1.1.
2.1.1.A.
2.1.1.A.1.
2.1.1.A.1.(a).
2.1.1.A.1.(a).I.
2.1.1.A.1.(a).I.(i).
2.1.1.A.1.(a).I.(i).(1).

- D. Check Sheets - When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the Commission.

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SECTION 1. TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Subscriber's location to Carrier's location or switching center.

Authorization Code - A numerical code, one or more of which may be assigned to a Subscriber, to enable Carrier to identify the origin of service User so it may rate and bill the call. All authorization codes shall be the sole property of Carrier and no Subscriber shall have any property or other right or interest in the use of any particular authorization code. Automatic numbering identification (ANI) may be used as or in connection with the authorization code.

Automatic Numbering Identification (ANI) - A type of signalling provided by a local exchange telephone company which automatically identifies the local exchange line from which a call originates.

Billed Party - The person or entity responsible for payment of the Company's service. The Billed Party is the Customer associated with the Authorization Code used to place the call, with the following exceptions:

- (a) in the case of a calling card or credit card call, the Billed Party is the holder of the calling card or credit card used by the User; and
- (b) in the case of a collect or third Party call, the Billed Party is the person responsible for the local telephone service at the telephone number that agrees to accept charges for the call.

Carrier or Company - Refers to Starlink Communications, LLC

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Seattle, Washington 98101

SECTION 1. TECHNICAL TERMS AND ABBREVIATIONS

Commission - Refers to the Arizona Corporation Commission.

Common Carrier - A company or entity providing telecommunications services to the public.

DNIS - Dialed Number Identification Service.

Holiday - New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

Local Access and Transport Area (LATA) - The term "Local Access Transport Area" denotes a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, within which a local exchange company provides communications services.

Measured Charge - A charge assessed on a per minute basis in calculating a portion of the charges due for a completed interexchange call.

Subscriber/Customer - The person or legal entity which enters into arrangements for Carrier's telecommunications services and is responsible for payment of Carrier's services.

Telecommunications - The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or other similar communications.

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SECTION 1. TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)

Travel Card - A credit calling card issued by Carrier which allows Subscribers and/or Users to make telephone calls and charge the calls to a credit account. Calls charged to a Carrier-issued credit travel card will appear on the Subscriber's regular monthly bill.

Unit - A defined segment or billable increment of each minute for which there is an established rate used for billing purposes. The cost of each unit varies depending on the service accessed with the pre-paid calling card. The rates for each service are listed in Section 4 of this tariff.

User - The person(s) utilizing Carrier's services.

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SECTION 2. RULES AND REGULATIONS

2.1 Application of Tariff

- 2.1.1 This tariff contains the regulations and rates applicable to intrastate resale telecommunications services provided by Carrier for telecommunications between points within the State. Carrier's services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff.
- 2.1.2 Carrier's services are not part of a joint undertaking with any other entity providing telecommunications channels, facilities or services, but do involve the resale of the Message Toll Services (MTS) and Wide Area Telecommunications Services (WATS) of underlying common carriers.
- 2.1.3 The rates and regulations contained in this tariff apply only to the services furnished by Carrier and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of Carrier.
- 2.1.4 The Subscriber is entitled to limit the use of Carrier's services by Users at the Subscriber's facilities, and may use other common carriers in addition to or in lieu of Carrier.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.2 Use of Services

- 2.2.1 Carrier's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.
- 2.2.2 The use of Carrier's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- 2.2.3 The use of Carrier's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.4 Carrier's services are available for use twenty-four hours per day, seven days per week.
- 2.2.5 Carrier does not transmit messages pursuant to this tariff, but its services may be used for that purpose.
- 2.2.6 Carrier's services may be denied for nonpayment of charges or for other violations of this tariff.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.3 Liability of Carrier

- 2.3.1 Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (A) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services, or (B) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.5
- 2.3.2 Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.5, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- 2.3.3 The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.3 Liability of Carrier (Cont'd)

2.3.4 The Company shall not be liable for any claims for loss or damages involving:

- A. Any act or omission of: (1) the Customer, (2) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (3) common carriers or warehousemen;
- B. Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
- C. Any unlawful or unauthorized use of the Company's facilities and services;

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.3 Liability of Carrier (Cont'd)

- D. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services with Customer-provided facilities or services;
- E. Breach in the privacy or security of communications transmitted over the Company's facilities;
- F. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in paragraph 2.3.1 of this Subsection 2.3.
- G. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.3 Liability of Carrier (Cont'd)

- H. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
- I. Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;
- J. Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff.
- K. Any act or omission in connection with the provision of 911, E911, or similar services;
- L. Any noncompletion of calls due to network busy conditions;
- M. Any calls not actually attempted to be completed during any period that service is unavailable.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.3 Liability of Carrier (Cont'd)

2.3.5 The Company shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or service provided by the Company.

2.3.6 The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.3 Liability of Carrier (Cont'd)

- 2.3.7 The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or nonpreemptibility as may be provided by the other entities.
- 2.3.8 Any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.
- 2.3.9 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.4 Responsibilities of the Subscriber

- 2.4.1 The Subscriber is responsible for placing any necessary orders; for complying with tariff regulations; for the placement of any stickers or tent cards provided by Carrier or as required by law; and for assuring that Users comply with tariff regulations. The Subscriber shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to services provided or made available by the Subscriber to Users. The Subscriber is also responsible for the payment of charges for calls originated at the Subscriber's numbers which are not collect, third party, calling card, or credit card calls.
- 2.4.2 The Subscriber is responsible for charges incurred for special construction and/or special facilities which the Subscriber requests and which are ordered by Carrier on the Subscriber's behalf.
- 2.4.3 If required for the provision of Carrier's services, the Subscriber must provide any equipment space, supporting structure, conduit and electrical power without charge to Carrier.
- 2.4.4 The Subscriber is responsible for arranging access to its premises at times mutually agreeable to Carrier and the Subscriber when required for Carrier personnel to install, repair, maintain, program, inspect or remove equipment with the provision of Carrier's services.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.4 Responsibilities of the Subscriber (Cont'd)

2.4.5 The Subscriber shall ensure that the equipment and/or system is properly interfaced with Carrier facilities or services, that the signals emitted into Carrier's network are of the proper mode, bandwidth, power, and signal level for the intended use of the Subscriber and in compliance with the criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Subscribers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, Carrier will permit such equipment to be connected with its channels without use of protective interface devices.

If the Subscriber fails to maintain the equipment and/or the system properly, with resulting imminent harm to Carrier equipment, personnel, or the quality of service to other Subscribers, Carrier may, upon written notice, require the use of protective equipment at the Subscriber's expense. If this fails to produce satisfactory quality and safety, Carrier may, upon written notice, terminate the Subscriber's service.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.4 Responsibilities of the Subscriber (Cont'd)

- 2.4.6 The Subscriber must pay Carrier for replacement or repair of damage to the equipment or facilities of Carrier caused by negligence or willful act of the Subscriber, Users, or others, by improper use of the services, or by use of equipment provided by the Subscriber, Users, or others.
- 2.4.7 The Subscriber must pay for the loss through theft of any Carrier equipment installed at Subscriber's premises.
- 2.4.8 The Subscriber is responsible for payment of the charges set forth in this tariff.
- 2.4.9 The Subscriber is responsible for compliance with the applicable regulations set forth in this tariff.
- 2.4.10 The Subscriber shall indemnify and save Carrier harmless from all liability disclaimed by Carrier as specified in Section 2.3 above, arising in connection with the provision of service by Carrier, and shall protect and defend Carrier from any suits or claims against Carrier and shall pay all expenses and satisfy all judgments rendered against Carrier in connection herewith. Carrier shall notify the Subscriber of any suit or claim against Carrier of which it is aware.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.5 Allowances for Interruptions in Service

2.5.1 General

- A. A service is interrupted when it becomes unusable to the Customer, *e.g.*, the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.
- B. An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.5 Allowances for Interruptions in Service (Cont'd)

2.5.2 Limitations on Allowances

No credit allowance will be made for any interruption of service:

- A. due to the negligence of, or noncompliance with the provisions of this Tariff by, any person or entity other than the Company, including but not limited to the Customer or other common carriers connected to the service of the Company;
- B. due to the failure of power, equipment, systems, or services not provided by the Company;
- C. due to circumstances or causes beyond the control of the Company;
- D. during any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- F. during any period in which the Customer continues to use the service on an impaired basis;

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.5 Allowances for Interruptions in Service (Cont'd)

2.5.2 Limitations on Allowances (Cont'd)

- G. during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- H. that occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- I. that was not reported to the Company within thirty (30) days of the date that service was affected.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.5 Allowances for Interruptions in Service (Cont'd)

2.5.3 Application of Credits for Interruptions of Switched Service

- A. Credits for interruptions of service, for which charges are specified on the basis of per minute of use, or on the usage of a fraction of a minute, shall in no event exceed an amount equal to the initial period charge provided for under this tariff.
- B. For calculating credit allowances, every month is considered to have thirty (30) days.
- C. A credit allowance will be given for interruptions of service of 15 minutes or more. Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

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SECTION 2. RULES AND REGULATIONS (Cont'd)**2.5 Allowances for Interruptions in Service (Cont'd)****2.5.3 Application of Credits for Interruptions of Switched Service (Cont'd)****D. Interruptions of 24 Hours or Less**

<u>Length of Interruption</u>	<u>Interruption Period To Be Credited</u>
Less than 15 minutes	None
15 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.5 Allowances for Interruptions in Service (Cont'd)

2.5.3 Application of Credits for Interruptions of Switched Service (Cont'd)

- E. Continuous Interruption Over 24 Hours and Less Than 72 Hours. Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof that occurs following the expiration of the initial 24-hour period. No more than one full day's credit will be allowed for any period of 24 hours.
- F. Interruptions Over 72 Hours. Interruptions over 72 hours will be credited 2 days for each full 24-hour period that occurs following the expiration of the initial 72-hour period. No more than 30 days' credit will be allowed for any one month period.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.6 Billing Arrangements

- 2.6.1 Subscribers will either be billed directly by Carrier or its intermediary, or charges will be included in the Subscribers' regular telephone bill pursuant to billing and collection agreements established by Carrier or its intermediary with the applicable telephone company.
- 2.6.2 Carrier will render bills monthly. Payment is due within thirty (30) days after Subscribers' receipt of its bill.
- 2.6.3 Carrier may impose a late payment charge not to exceed 1.5% on any bill not paid within thirty (30) days of the receipt. Subscriber shall be responsible for all costs, including attorney's fees, incurred in the collection of unpaid charge or in any other action to enforce payments and/or obligations arising under this tariff.

2.7 Validation of Credit

Carrier reserves the right to validate the credit worthiness of Subscribers or Users.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.8 Contested Charges

All bills are presumed accurate, and shall be absolutely binding on the User unless objection is received by Carrier within forty-five (45) days after such bills are rendered. In the case of a billing dispute between the User and Carrier for service furnished to the User, which cannot be settled with mutual satisfaction, the User can take the following course of action within forty-five (45) days of the billing date:

2.8.1 First, the User may request, and Carrier will provide, an in-depth review of the disputed amount. (The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnect.)

2.8.2 Second, if there is still a disagreement about the disputed amount after the investigation and review by a manager of Carrier, the User may file an appropriate complaint with the Arizona Corporation Commission. The address of the Commission is:

Arizona Corporation Commission
Utilities Division
1200 W. Washington Street
Phoenix, Arizona 85007
(602) 542-4251

2.8.3 Billing inquiries may be directed to the Carrier at its toll free number 1-800-644-3939.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.9 Billing Entity Conditions

When billing functions on behalf of Carrier are performed by local exchange telephone companies, or others, the payment conditions and regulations of such companies apply, including any applicable interest and/or late payment charge conditions.

2.10 Deposits

Carrier does not require a deposit from the Subscriber for the provision of intrastate services.

2.11 Taxes

All federal excise taxes, and state and local sales, use, and similar taxes, are billed as separate items and are not included in the quoted rates.

2.12 Minimum Call Completion Rate

Carrier will ensure an industry standard blocking rate between P.01 and P.02.

2.13 Promotions

Carrier may from time to time offer promotional services.

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SECTION 3. EXPLANATION OF RATES

The regulations set forth in this section explain how to apply the rate tables associated with the various service offerings described in Section 4, following.

3.1 Timing of Calls

Billing for calls placed over the Company's network is based in part on the duration of the call. Timing of each call begins as specified below, and ends when the called party hangs up.

- (a) All Other Calls - Timing begins when the called station is answered, as determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. Timing ends when the called party hangs up.

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SECTION 4. RATE SCHEDULE**4.1 900 Service****4.1.1 Description of Service**

The Company's 900 service is an inbound only service which permits callers located in the State to place long distance calls to locations that provide a variety of recorded and interactive information programs. Service is accessed by dialing an assigned telephone number with a 900 area code and is available in any area in which the company maintains suitable facilities and offers services to the public. Such service is available twenty-four (24) hours a day, seven (7) days a week.

The Company's customers may place calls from any location in the State. Customers will be charged a flat per minute rate for the first minute of usage as indicated in Section 4.1.2(A). Each additional minute of usage is determined on a volume discount basis according to the customers total monthly usage as indicated in Section 4.1.2(B).

4.1.2 Dedicated Rates**A. Per Minute Charges**

The following charges apply to all 900 Services calls completed by the Company:

First Minute**\$0.10****Each Additional Minute****\$0.22**

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Starlink Communications, LLC
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SECTION 4. RATE SCHEDULE (Cont'd)4.1 900 Service (Cont'd)4.1.2 Dedicated Rates (Cont'd)B. Volume Discounts

The following volume discounts apply to the additional minute of all 900 service usage for each Customer based upon total usage (not including taxes) within a monthly billing cycle. Monthly usage includes both domestic interstate and intrastate direct dialed calls only. Directory assistance services and international calls are not included in computing, nor are they eligible for, volume discounts. Taxes and other surcharges are applied after application of volume discounts.

<u>Total Monthly Usage</u>	<u>Additional Per Minute Rate</u>
0 - 100,000	\$0.22
100,001 - 200,000	0.21
200,001 - 300,000	0.20
300,001 - 500,000	0.19
500,001 - 750,000	0.175
750,001 - +	0.165

Issued:

Effective:

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SECTION 4. RATE SCHEDULE (Cont'd)

4.1 900 Service (Cont'd)

4.1.2 Dedicated Rates (Cont'd)

C. Minimum Line Usage

Within each separate customer account, the average monthly usage per 900 Number must be equal to or exceed \$70.00 per number or a minimum monthly usage fee will be incurred. The fee will be equal to the difference between the actual usage and the \$70.00 per line average. The minimum line usage fee will be capped at a maximum of \$3,000.00 per account per month.

D. DNIS/ANI Delivery

Customers that request DNIS/ANI delivery with call transport will be charged a one-time fee of \$450.00. A monthly recurring fee of \$75.00 per terminating location will be assessed for this service.

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Effective:

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SECTION 4. RATE SCHEDULE (Cont'd)

4.1 900 Service (Cont'd)

4.1.3 Switched Rates

A. Per Minute Charges

The following charges apply to all 900 Service calls completed by the Company:

First Minute

\$0.19

Each Additional Minute

\$0.29

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SECTION 4. RATE SCHEDULE (Cont'd)**4.2 Customer Specific Contracts**

The Company may provide any of the services offered under this tariff, or combinations of services, to Customers on a contractual basis. The terms and conditions of each contract offering are subject to the agreement of both the Customer and the Company. Such contract offerings will be made available to similarly situated Customers in substantially similar circumstances. Rates in other sections of this tariff do not apply to Customers who agree to contract arrangements, with respect to services within the scope of the contract. The rates provided under such contract offerings are listed in Appendix A.

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SECTION 4. RATE SCHEDULE (Cont'd)4.3 800 Service4.3.1 Description of Service

The Company's 800 Service is an inbound-only service which allows callers located in the State to place toll-free calls to customer by dialing an assigned telephone number with a 800 area code. Calls may be terminated either to the customer's local exchange telephone service, or to a dedicated access line. Service is available in any area in which the Company or any of its concurring carriers maintains suitable facilities and offers services to the public. Customers will be charged a flat per minute rate as indicated in Section 4.3.2.

4.3.2 RatesDedicated 800 Service

Per Minute: \$.0675

Switched 800 Service

Per Minute: \$.1475

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SECTION 4. RATE SCHEDULE (Cont'd)

4.4 1+ Long Distance

4.4.1 Description of Service

1+ Long Distance

1+ Long Distance Services consist of the furnishing of message telephone service between telephone stations located within the State.

4.4.2 Rates

Dedicated 1 + Long Distance

Per Minute: \$.0675

Switched 1 + Long Distance

Per Minute: \$0.1475

4.5 Post-Paid Calling Card Service

Post-Paid Calling Card Service enables customers to make calls through the use of a long distance calling card.

Per Minute: \$0.25

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SECTION 5. MISCELLANEOUS CHARGES

5.1 Late Payment Charge

Any charges accrued under this tariff that are not paid in full within the time provided by Section 2.6, preceding, will be subject to the following late payment charge:

1.5% Per Month

5.2 Uncollectible Check Charge

For any check returned to the Company due to insufficient funds, uncollected funds, or closed account:

\$15.00 per check returned.

154452.1

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APPENDIX A

<u>Contract Number</u>	<u>Service Description</u>	<u>Rates</u>	<u>Effective Date</u>
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[RESERVED FOR FUTURE USE]

TITLE SHEET

RESOLD TELECOMMUNICATIONS SERVICES

This tariff applies to the Resold Telecommunications Services furnished by Starlink Communications, LLC ("Starlink" or "Carrier") between one or more points in the State of Arizona. This tariff is on file with the Arizona Corporation Commission, and copies may be inspected, during normal business hours, at Carrier's principal place of business, 1200 Fifth Avenue, Suite 701, Seattle, Washington 98101, (206) 622-7100.

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CHECK SHEET

The sheets of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
1	Original	21	Original
2	Original	22	Original
3	Original	23	Original
4	Original	24	Original
5	Original	25	Original
6	Original	26	Original
7	Original	27	Original
8	Original	28	Original
9	Original	29	Original
10	Original	30	Original
11	Original	31	Original
12	Original	32	Original
13	Original	33	Original
14	Original	34	Original
15	Original	35	Original
16	Original	36	Original
17	Original	37	Original
18	Original		
19	Original		
20	Original		

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SYMBOLS

The following are the only symbols used for the purposes indicated below:

- D - Delete or Discontinue
- I - Change Resulting In An Increase to A Customer's Bill
- M - Moved From Another Tariff Location
- N - New
- R - Change Resulting In A Reduction to A Customer's Bill
- T - Change In Text or Regulation But No Change In Rate or Charge

TARIFF FORMAT

- A. **Sheet Numbering** - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. **Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect.

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TARIFF FORMAT (cont'd)

- C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

2.
2.1.
2.1.1.
2.1.1.A.
2.1.1.A.1.
2.1.1.A.1.(a).
2.1.1.A.1.(a).I.
2.1.1.A.1.(a).I.(i).
2.1.1.A.1.(a).I.(i).(1).

- D. Check Sheets - When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the Commission.

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SECTION 1. TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Subscriber's location to Carrier's location or switching center.

Authorization Code - A numerical code, one or more of which may be assigned to a Subscriber, to enable Carrier to identify the origin of service User so it may rate and bill the call. All authorization codes shall be the sole property of Carrier and no Subscriber shall have any property or other right or interest in the use of any particular authorization code. Automatic numbering identification (ANI) may be used as or in connection with the authorization code.

Automatic Numbering Identification (AND) - A type of signalling provided by a local exchange telephone company which automatically identifies the local exchange line from which a call originates.

Billed Party - The person or entity responsible for payment of the Company's service. The Billed Party is the Customer associated with the Authorization Code used to place the call, with the following exceptions:

- (a) in the case of a calling card or credit card call, the Billed Party is the holder of the calling card or credit card used by the User; and
- (b) in the case of a collect or third Party call, the Billed Party is the person responsible for the local telephone service at the telephone number that agrees to accept charges for the call.

Carrier or Company - Refers to Starlink Communications, LLC

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SECTION 1. TECHNICAL TERMS AND ABBREVIATIONS

Commission - Refers to the Arizona Corporation Commission.

Common Carrier - A company or entity providing telecommunications services to the public.

DNIS - Dialed Number Identification Service.

Holiday - New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

Local Access and Transport Area (LATA) - The term "Local Access Transport Area" denotes a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, within which a local exchange company provides communications services.

Measured Charge - A charge assessed on a per minute basis in calculating a portion of the charges due for a completed interexchange call.

Subscriber/Customer - The person or legal entity which enters into arrangements for Carrier's telecommunications services and is responsible for payment of Carrier's services.

Telecommunications - The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or other similar communications.

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SECTION 1. TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)

Travel Card - A credit calling card issued by Carrier which allows Subscribers and/or Users to make telephone calls and charge the calls to a credit account. Calls charged to a Carrier-issued credit travel card will appear on the Subscriber's regular monthly bill.

Unit - A defined segment or billable increment of each minute for which there is an established rate used for billing purposes. The cost of each unit varies depending on the service accessed with the pre-paid calling card. The rates for each service are listed in Section 4 of this tariff.

User - The person(s) utilizing Carrier's services.

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SECTION 2. RULES AND REGULATIONS

2.1 Application of Tariff

- 2.1.1 This tariff contains the regulations and rates applicable to intrastate resale telecommunications services provided by Carrier for telecommunications between points within the State. Carrier's services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff.
- 2.1.2 Carrier's services are not part of a joint undertaking with any other entity providing telecommunications channels, facilities or services, but do involve the resale of the Message Toll Services (MTS) and Wide Area Telecommunications Services (WATS) of underlying common carriers.
- 2.1.3 The rates and regulations contained in this tariff apply only to the services furnished by Carrier and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of Carrier.
- 2.1.4 The Subscriber is entitled to limit the use of Carrier's services by Users at the Subscriber's facilities, and may use other common carriers in addition to or in lieu of Carrier.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.2 Use of Services

- 2.2.1 Carrier's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.
- 2.2.2 The use of Carrier's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- 2.2.3 The use of Carrier's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.4 Carrier's services are available for use twenty-four hours per day, seven days per week.
- 2.2.5 Carrier does not transmit messages pursuant to this tariff, but its services may be used for that purpose.
- 2.2.6 Carrier's services may be denied for nonpayment of charges or for other violations of this tariff.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.3 Liability of Carrier

- 2.3.1 Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (A) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services, or (B) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.5
- 2.3.2 Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.5, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- 2.3.3 The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.3 Liability of Carrier (Cont'd)

2.3.4 The Company shall not be liable for any claims for loss or damages involving:

- A. Any act or omission of: (1) the Customer, (2) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (3) common carriers or warehousemen;
- B. Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
- C. Any unlawful or unauthorized use of the Company's facilities and services;

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.3 Liability of Carrier (Cont'd)

- D. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services with Customer-provided facilities or services;
- E. Breach in the privacy or security of communications transmitted over the Company's facilities;
- F. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in paragraph 2.3.1 of this Subsection 2.3.
- G. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.3 Liability of Carrier (Cont'd)

- H. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
- I. Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;
- J. Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff.
- K. Any act or omission in connection with the provision of 911, E911, or similar services;
- L. Any noncompletion of calls due to network busy conditions;
- M. Any calls not actually attempted to be completed during any period that service is unavailable.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.3 Liability of Carrier (Cont'd)

2.3.5 The Company shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or service provided by the Company.

2.3.6 The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.3 Liability of Carrier (Cont'd)

- 2.3.7 The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or nonpreemptibility as may be provided by the other entities.
- 2.3.8 Any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.
- 2.3.9 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.4 Responsibilities of the Subscriber

- 2.4.1 The Subscriber is responsible for placing any necessary orders; for complying with tariff regulations; for the placement of any stickers or tent cards provided by Carrier or as required by law; and for assuring that Users comply with tariff regulations. The Subscriber shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to services provided or made available by the Subscriber to Users. The Subscriber is also responsible for the payment of charges for calls originated at the Subscriber's numbers which are not collect, third party, calling card, or credit card calls.
- 2.4.2 The Subscriber is responsible for charges incurred for special construction and/or special facilities which the Subscriber requests and which are ordered by Carrier on the Subscriber's behalf.
- 2.4.3 If required for the provision of Carrier's services, the Subscriber must provide any equipment space, supporting structure, conduit and electrical power without charge to Carrier.
- 2.4.4 The Subscriber is responsible for arranging access to its premises at times mutually agreeable to Carrier and the Subscriber when required for Carrier personnel to install, repair, maintain, program, inspect or remove equipment with the provision of Carrier's services.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.4 Responsibilities of the Subscriber (Cont'd)

- 2.4.5 The Subscriber shall ensure that the equipment and/or system is properly interfaced with Carrier facilities or services, that the signals emitted into Carrier's network are of the proper mode, bandwidth, power, and signal level for the intended use of the Subscriber and in compliance with the criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Subscribers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, Carrier will permit such equipment to be connected with its channels without use of protective interface devices.

If the Subscriber fails to maintain the equipment and/or the system properly, with resulting imminent harm to Carrier equipment, personnel, or the quality of service to other Subscribers, Carrier may, upon written notice, require the use of protective equipment at the Subscriber's expense. If this fails to produce satisfactory quality and safety, Carrier may, upon written notice, terminate the Subscriber's service.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.4 Responsibilities of the Subscriber (Cont'd)

- 2.4.6 The Subscriber must pay Carrier for replacement or repair of damage to the equipment or facilities of Carrier caused by negligence or willful act of the Subscriber, Users, or others, by improper use of the services, or by use of equipment provided by the Subscriber, Users, or others.
- 2.4.7 The Subscriber must pay for the loss through theft of any Carrier equipment installed at Subscriber's premises.
- 2.4.8 The Subscriber is responsible for payment of the charges set forth in this tariff.
- 2.4.9 The Subscriber is responsible for compliance with the applicable regulations set forth in this tariff.
- 2.4.10 The Subscriber shall indemnify and save Carrier harmless from all liability disclaimed by Carrier as specified in Section 2.3 above, arising in connection with the provision of service by Carrier, and shall protect and defend Carrier from any suits or claims against Carrier and shall pay all expenses and satisfy all judgments rendered against Carrier in connection herewith. Carrier shall notify the Subscriber of any suit or claim against Carrier of which it is aware.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.5 Allowances for Interruptions in Service

2.5.1 General

- A. A service is interrupted when it becomes unusable to the Customer, *e.g.*, the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.
- B. An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.5 Allowances for Interruptions in Service (Cont'd)

2.5.2 Limitations on Allowances

No credit allowance will be made for any interruption of service:

- A. due to the negligence of, or noncompliance with the provisions of this Tariff by, any person or entity other than the Company, including but not limited to the Customer or other common carriers connected to the service of the Company;
- B. due to the failure of power, equipment, systems, or services not provided by the Company;
- C. due to circumstances or causes beyond the control of the Company;
- D. during any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- F. during any period in which the Customer continues to use the service on an impaired basis;

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.5 Allowances for Interruptions in Service (Cont'd)

2.5.2 Limitations on Allowances (Cont'd)

- G. during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- H. that occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- I. that was not reported to the Company within thirty (30) days of the date that service was affected.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.5 Allowances for Interruptions in Service (Cont'd)

2.5.3 Application of Credits for Interruptions of Switched Service

- A. Credits for interruptions of service, for which charges are specified on the basis of per minute of use, or on the usage of a fraction of a minute, shall in no event exceed an amount equal to the initial period charge provided for under this tariff.
- B. For calculating credit allowances, every month is considered to have thirty (30) days.
- C. A credit allowance will be given for interruptions of service of 15 minutes or more. Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

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SECTION 2. RULES AND REGULATIONS (Cont'd)**2.5 Allowances for Interruptions in Service (Cont'd)****2.5.3 Application of Credits for Interruptions of Switched Service (Cont'd)****D. Interruptions of 24 Hours or Less**

<u>Length of Interruption</u>	<u>Interruption Period To Be Credited</u>
Less than 15 minutes	None
15 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.5 Allowances for Interruptions in Service (Cont'd)

2.5.3 Application of Credits for Interruptions of Switched Service (Cont'd)

- E. Continuous Interruption Over 24 Hours and Less Than 72 Hours. Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof that occurs following the expiration of the initial 24-hour period. No more than one full day's credit will be allowed for any period of 24 hours.
- F. Interruptions Over 72 Hours. Interruptions over 72 hours will be credited 2 days for each full 24-hour period that occurs following the expiration of the initial 72-hour period. No more than 30 days' credit will be allowed for any one month period.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.6 Billing Arrangements

- 2.6.1 Subscribers will either be billed directly by Carrier or its intermediary, or charges will be included in the Subscribers' regular telephone bill pursuant to billing and collection agreements established by Carrier or its intermediary with the applicable telephone company.
- 2.6.2 Carrier will render bills monthly. Payment is due within thirty (30) days after Subscribers' receipt of its bill.
- 2.6.3 Carrier may impose a late payment charge not to exceed 1.5% on any bill not paid within thirty (30) days of the receipt. Subscriber shall be responsible for all costs, including attorney's fees, incurred in the collection of unpaid charge or in any other action to enforce payments and/or obligations arising under this tariff.

2.7 Validation of Credit

Carrier reserves the right to validate the credit worthiness of Subscribers or Users.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.8 Contested Charges

All bills are presumed accurate, and shall be absolutely binding on the User unless objection is received by Carrier within forty-five (45) days after such bills are rendered. In the case of a billing dispute between the User and Carrier for service furnished to the User, which cannot be settled with mutual satisfaction, the User can take the following course of action within forty-five (45) days of the billing date:

2.8.1 First, the User may request, and Carrier will provide, an in-depth review of the disputed amount. (The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnect.)

2.8.2 Second, if there is still a disagreement about the disputed amount after the investigation and review by a manager of Carrier, the User may file an appropriate complaint with the Arizona Corporation Commission. The address of the Commission is:

Arizona Corporation Commission
Utilities Division
1200 W. Washington Street
Phoenix, Arizona 85007
(602) 542-4251

2.8.3 Billing inquiries may be directed to the Carrier at its toll free number 1-800-644-3939.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.9 Billing Entity Conditions

When billing functions on behalf of Carrier are performed by local exchange telephone companies, or others, the payment conditions and regulations of such companies apply, including any applicable interest and/or late payment charge conditions.

2.10 Deposits

Carrier does not require a deposit from the Subscriber for the provision of intrastate services.

2.11 Taxes

All federal excise taxes, and state and local sales, use, and similar taxes, are billed as separate items and are not included in the quoted rates.

2.12 Minimum Call Completion Rate

Carrier will ensure an industry standard blocking rate between P.01 and P.02.

2.13 Promotions

Carrier may from time to time offer promotional services.

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SECTION 3. EXPLANATION OF RATES

The regulations set forth in this section explain how to apply the rate tables associated with the various service offerings described in Section 4, following.

3.1 Timing of Calls

Billing for calls placed over the Company's network is based in part on the duration of the call. Timing of each call begins as specified below, and ends when the called party hangs up.

- (a) All Other Calls - Timing begins when the called station is answered, as determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. Timing ends when the called party hangs up.

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SECTION 4. RATE SCHEDULE**4.1 900 Service****4.1.1 Description of Service**

The Company's 900 service is an inbound only service which permits callers located in the State to place long distance calls to locations that provide a variety of recorded and interactive information programs. Service is accessed by dialing an assigned telephone number with a 900 area code and is available in any area in which the company maintains suitable facilities and offers services to the public. Such service is available twenty-four (24) hours a day, seven (7) days a week.

The Company's customers may place calls from any location in the State. Customers will be charged a flat per minute rate for the first minute of usage as indicated in Section 4.1.2(A). Each additional minute of usage is determined on a volume discount basis according to the customers total monthly usage as indicated in Section 4.1.2(B).

4.1.2 Dedicated Rates**A. Per Minute Charges**

The following charges apply to all 900 Services calls completed by the Company:

First Minute**\$0.10****Each Additional Minute****\$0.22**

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SECTION 4. RATE SCHEDULE (Cont'd)**4.1 900 Service (Cont'd)****4.1.2 Dedicated Rates (Cont'd)****B. Volume Discounts**

The following volume discounts apply to the additional minute of all 900 service usage for each Customer based upon total usage (not including taxes) within a monthly billing cycle. Monthly usage includes both domestic interstate and intrastate direct dialed calls only. Directory assistance services and international calls are not included in computing, nor are they eligible for, volume discounts. Taxes and other surcharges are applied after application of volume discounts.

<u>Total Monthly Usage</u>	<u>Additional Per Minute Rate</u>
0 - 100,000	\$0.22
100,001 - 200,000	0.21
200,001 - 300,000	0.20
300,001 - 500,000	0.19
500,001 - 750,000	0.175
750,001 - +	0.165

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SECTION 4. RATE SCHEDULE (Cont'd)

4.1 900 Service (Cont'd)

4.1.2 Dedicated Rates (Cont'd)

C. Minimum Line Usage

Within each separate customer account, the average monthly usage per 900 Number must be equal to or exceed \$70.00 per number or a minimum monthly usage fee will be incurred. The fee will be equal to the difference between the actual usage and the \$70.00 per line average. The minimum line usage fee will be capped at a maximum of \$3,000.00 per account per month.

D. DNIS/ANI Delivery

Customers that request DNIS/ANI delivery with call transport will be charged a one-time fee of \$450.00. A monthly recurring fee of \$75.00 per terminating location will be assessed for this service.

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SECTION 4. RATE SCHEDULE (Cont'd)

4.1 900 Service (Cont'd)

4.1.3 Switched Rates

A. Per Minute Charges

The following charges apply to all 900 Service calls completed by the Company:

First Minute

\$0.19

Each Additional Minute

\$0.29

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SECTION 4. RATE SCHEDULE (Cont'd)**4.2 Customer Specific Contracts**

The Company may provide any of the services offered under this tariff, or combinations of services, to Customers on a contractual basis. The terms and conditions of each contract offering are subject to the agreement of both the Customer and the Company. Such contract offerings will be made available to similarly situated Customers in substantially similar circumstances. Rates in other sections of this tariff do not apply to Customers who agree to contract arrangements, with respect to services within the scope of the contract. The rates provided under such contract offerings are listed in Appendix A.

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SECTION 4. RATE SCHEDULE (Cont'd)**4.3 800 Service****4.3.1 Description of Service**

The Company's 800 Service is an inbound-only service which allows callers located in the State to place toll-free calls to customer by dialing an assigned telephone number with a 800 area code. Calls may be terminated either to the customer's local exchange telephone service, or to a dedicated access line. Service is available in any area in which the Company or any of its concurring carriers maintains suitable facilities and offers services to the public. Customers will be charged a flat per minute rate as indicated in Section 4.3.2.

4.3.2 Rates**Dedicated 800 Service**

Per Minute: \$.0675

Switched 800 Service

Per Minute: \$.1475

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SECTION 4. RATE SCHEDULE (Cont'd)

4.4 1+ Long Distance

4.4.1 Description of Service

1+ Long Distance

1+ Long Distance Services consist of the furnishing of message telephone service between telephone stations located within the State.

4.4.2 Rates

Dedicated 1 + Long Distance

Per Minute: \$.0675

Switched 1 + Long Distance

Per Minute: \$0.1475

4.5 Post-Paid Calling Card Service

Post-Paid Calling Card Service enables customers to make calls through the use of a long distance calling card.

Per Minute: \$0.25

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SECTION 5. MISCELLANEOUS CHARGES

5.1 Late Payment Charge

Any charges accrued under this tariff that are not paid in full within the time provided by Section 2.6, preceding, will be subject to the following late payment charge:

1.5% Per Month

5.2 Uncollectible Check Charge

For any check returned to the Company due to insufficient funds, uncollected funds, or closed account:

\$15.00 per check returned.

154452.1

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APPENDIX A

Contract
Number

Service
Description

Rates

Effective
Date

[RESERVED FOR FUTURE USE]

PRELIMINARY

DECEMBER 31, 2000

ORIGINAL

Assets

ASSETS

Seafirst Bank A/C#73498-214	\$(16,477.98)
A/R TTB - Direct	8,242.53
A/R TTB Anicom	1,197,997.51
A/R - 1+,800 Transport-Direct	942,387.60
A/R - 1+,800 Transport (TBS)	6,484.46
A/R - IGT/VIP	57,806.20
A/R 1+800, IGT (for Anicom)	202,451.62
A/R 1+800, IGT (for Four Star)	7,263.50
A/R IGT 298	22,924.80
A/R IGT 325	277,019.30
A/R IGT 325 for Anicom	(222,544.51)
A/R - VIP	185,403.62
A/R - Miltel/CHI	174,350.72
A/R - Telcom Serv. Consulting	66,111.00
Direct One	199,489.96
Allow Uncoll 1+,800 Trans SL	(48,997.50)
Allow Integretel Resrv & Fees	9,620.05
Prepaid Marketing	377,294.62
Prepaid Other	140,092.00
P.Paid/LCI/Quest Communication	873,769.33
P.Paid National Buss/VoiceMail	98,248.90
Sec. 754 Basis Adjustment	388,848.00
Acc. Amortization - 754 Adj.	(77,769.00)

TOTAL ASSETS

4,870,016.73

Fixed Assets

Computer Hardware/Software	30,059.52
Computer Hardware/Software	1,570.71
Accum Depre Comp Hard/Software	(22,370.74)
Accum Depre Comp Hard/Software	(2,576.97)

TOTAL Fixed Assets

6,682.52

Other Assets

Deposits	1,000.00
Start-Up Costs	23,020.01
Prepaid Exp Allnet Setup	155,044.48

TOTAL Other Assets

179,064.49

TOTAL Assets

\$5,055,763.74

DECEMBER 31, 2000

Liabilities AND Equity

Current Liabilities

A/P Trade	\$1,354,346.66	
Sales & Use Taxes Payable	(429.96)	
SALES & USE TAX PAYABLE - NEW	21.90	
Customer Deposits	175.00	
Due from & due to -CBA	(109,322.24)	
Due from & due to - Anicom	173,380.58	
N/P Anicom	(2,912.87)	
Anicom Interco - TTb	1,275,534.95	
N/P Anicom VM (mirror)	99,795.42	
Anicom Interco 325 Mirror	(477,272.80)	
Interco Condor Investment	424,835.39	
Interco FSFS Capital Services	6,251,451.80	
N/P FSFS	6,630.25	
N/P FSFS VM (mirror)	7,263.50	
Other Payable (Factor) -FSFSCA	36,443.77	
Due to Advanced Promotion	321,492.80	
N/P - IGT-VIP	(95,960.17)	
N/P IGT Starlink (for Anicom)	102,656.20	
N/P IGT Starlink (for FSFS)	2,434.60	
N/P - IGT-Starlink	(4,640.88)	
N/P Intra a/c - 211	149,264.55	
N/P Intra a/c - 333	22,378.09	
N/P Intra a/c - 325	(177,145.57)	
N/P Intra a/c - 298	355.61	
N/P IGT - 298	(7,939.19)	
N/P IGT - 325	10,219.12	
N/P IGT 325 Anicom	294,056.79	
Due to TBS	6,484.46	
TOTAL Current Liabilities		9,663,597.76

Long Term Liabilities

IRS Taxes Payables	39,878.05	
TOTAL Long Term Liabilities		39,878.05

TOTAL Liabilities		9,703,475.81
-------------------	--	--------------

Equity

Membership Int - Mark Cohn	(2,052,598.00)
Membership Int - Ron Anson	(1,175,022.00)
Membership Int - Jack Garrett	(925,016.75)
Membership Int - S. Tikkanen	(47,437.00)
Contra Equity	388,848.00
Retained Earnings	(1,352,803.82)

DECEMBER 31, 2000

Liabilities AND Equity (Continued)

Equity (Continued)

Retained Earnings-Current Year

\$516,317.50

TOTAL Equity

(4,647,712.07)

TOTAL Liabilities AND Equity

\$5,055,763.74



ORIGINAL

Starlink Communications LLC
Maximum Rate plan schedules for Arizona

Interstate	Arizona	0.1190
Intrastate	Arizona	0.1863
800 Interstate Inbound	Arizona	0.1190
800 Interstate Outbound	Arizona	0.1863
Travel Card (calling card)	Arizona	0.1863
AZ voice mail	Arizona	(Monthly) 5.00
AZ Service Charge	Arizona	(Monthly) 4.95

ORIGINAL

	PERIOD TO DATE		YEAR TO DATE	
	ACTUAL	PERCENT	ACTUAL	PERCENT
Sales				
Revenues TTB - Direct	\$0.00	.0 %	(369.91)	.0
Revenues-1=,800 Residen IGT	.00	.0	40,925.85	1.0
Revenue- 1+800 Residents IGT	436,535.33	36.7	872,383.51	20.9
Revenue-1+Resedent IGT	708,065.53	59.5	2,479,814.38	59.5
Revenue IGT - NCBC	45,690.40	3.8	45,690.40	1.1
Revenues -NCBC	81.92	.0	31,744.11	.8
Revenue - Direct One	.00	.0	698,000.00	16.7
TOTAL Sales	1,190,373.18	100.0	4,168,188.34	100.0
Cost of Sales				
Direct One - Transport Cost	.00	.0	43,062.50	1.0
Call Rating Charges	.00	.0	6,261.45	.2
Payless / SKC Comm Fees svcs	.00	.0	15,000.00	.4
Telco (LEC) cost - 211	3,157.54	.3	6,224.24	.1
Telco (LEC) costs - 333	25,586.53	2.1	53,326.84	1.3
Telco (LEC) Costs - 325	230,969.34	19.4	230,969.34	5.5
Telco (LEC) Costs - 298	962.34	.1	962.34	.0
Dilution - 211	27,909.41	2.3	56,383.55	1.4
Dilution - 333	409,992.90	34.4	409,992.90	9.8
Dilution - 325	826,616.35	69.4	826,616.35	19.8
Dilution - 298	(351,230.93)	(29.5)	9,152.05	.2
OPEN	(256,043.49)	(21.5)	.00	.0
OPEN	(83,168.09)	(7.0)	.00	.0
Billing Co. Exp IGT - 211	63,324.30	5.3	119,376.08	2.9
Billing Co Exp IGT- 333	28,735.05	2.4	62,290.04	1.5
Billing Co Exp IGT - 325	44,735.97	3.8	77,815.13	1.9
Billing Co. Exp IGT - 298	921.57	.1	921.57	.0
Trucking chgs/Prog-QuicStart	.00	.0	134,250.61	3.2
TOTAL Cost of Sales	972,468.79	81.7	2,052,604.99	49.2
Gross Profit	217,904.39	18.3	2,115,583.35	50.8
Expenses				
Business Taxes & Licenses	.00	.0	1,625.00	.0
Data Processing	.00	.0	4,030.85	.1
Dues & Subscriptions	.00	.0	2,095.00	.1
Office Supplies - TTB Exps.	.00	.0	7,958.51	.2
Postage - TTB Exps.	.00	.0	5,000.00	.1
Professional Serv - Computer	.00	.0	3,181.00	.1
Professional Serv - SMS80	4,625.08	.4	18,493.63	.4
Data Process Exp. - Quickstar	.00	.0	64,059.20	1.5
Programing /Setup - Exps - TTB	.00	.0	3,485.00	.1
Travel Expenses	.00	.0	9,080.87	.2
Employee Housing Allowance	.00	.0	2,143.24	.1
Finance Charges-IGT 211	691.34	.1	1,313.84	.0

INCOME STATEMENT

FOR THE 12 PERIODS ENDED DECEMBER 31, 2000

	PERIOD TO DATE		YEAR TO DATE	
	ACTUAL	PERCENT	ACTUAL	PERCENT
Expenses	(Continued)			
Finance Charges - IGT 333	\$3,935.14	.3 %	11,550.01	.3
Finance Charges - IGT 325	40,621.64	3.4	61,296.65	1.5
Finance Charges - IGT 298	98.93	.0	98.93	.0
Line Charges - IGT - 211	1,257.89	.1	3,777.41	.1
Line Charges -IGT 333	4,082.00	.3	8,142.02	.2
Line Charges -IGT 325	4,688.76	.4	6,868.43	.2
Line Charges - IGT 298	1,047.13	.1	1,047.13	.0
Entertainment & Meals	.00	.0	250.83	.0
Salary - Admin Sup	39,294.87	3.3	219,453.60	5.3
Payroll Taxes	5,501.28	.5	24,313.41	.6
Worker's Compensation	108.09	.0	3,667.77	.1
Medical Insurance	2,621.06	.2	17,640.31	.4
Auto & Transportation	.00	.0	53.79	.0
Bank Charges	65.53	.0	1,092.39	.0
Bad Debt Exp - 1+,800 Integrea	.00	.0	(19.95)	.0
Bad Debt Exp - FSFS	.00	.0	20.00	.0
Filing Fees	540.00	.0	5,588.66	.1
Business Taxes & Licenses	(56.98)	.0	2,000.15	.0
TAX PENALTY	.00	.0	254.45	.0
TAX INTEREST EXPENSE	7.40	.0	412.08	.0
Data Processing	45.31	.0	315.73	.0
Dues & Subscriptions	.00	.0	2,272.50	.1
Education & Seminars	.00	.0	1,144.00	.0
Equipment Leasing & Renting	635.05	.1	4,958.37	.1
Equipment Repair & Maintenance	.00	.0	1,466.81	.0
Insurance - General	.00	.0	393.40	.0
Interest Expense	89,886.98	7.6	91,972.99	2.2
Moving Expense	154.80	.0	2,676.20	.1
Office Supplies/Expense	1,862.37	.2	3,625.67	.1
Bad Debt Expense	1,099.50	.1	2,341.79	.1
Postage & Fed Ex	1,213.33	.1	7,080.39	.2
Copies/ Production (legalexps)	.00	.0	14.94	.0
Professional Serv - Accounting	2,975.00	.2	34,232.78	.8
Professional Serv - Attorney	601.18	.1	(1,257.93)	.0
Professional Serv - Computer	.00	.0	592.00	.0
Professional Serv - General	13,189.81	1.1	17,594.61	.4
Cust. Service / Temp Help	.00	.0	14,885.49	.4
Rent - Office	5,597.75	.5	40,023.21	1.0
Telephone - LD/Fax - Office	1,468.11	.1	17,639.10	.4
Travel Expenses	7,901.79	.7	86,587.22	2.1
Interest Expense	64,255.18	5.4	761,828.91	18.3
Corporate Taxes	(800.00)	(.1)	5,936.33	.1
Other Income	.00	.0	(31.23)	.0
Suspense - 1999	232,743.95	19.6	13,000.00	.3
Gainloss on Disposition Assets	.00	.0	(1.64)	.0
TOTAL Expenses	531,959.27	44.7	1,599,265.85	38.4

INCOME STATEMENT

FOR THE 12 PERIODS ENDED DECEMBER 31, 2000

	PERIOD TO DATE		YEAR TO DATE	
	ACTUAL	PERCENT	ACTUAL	PERCENT
Net Income from Operations	\$(314,054.88)	(26.4)%	516,317.50	12.4
Earnings before Income Tax	(314,054.88)	(26.4)	516,317.50	12.4
Net Income (Loss)	\$(314,054.88)	(26.4)%	516,317.50	12.4

ORIGINAL

NON-
TRANSFERABLE

TOWN OF PATAGONIA, ARIZONA

TOWN TREASURER'S DEPARTMENT
DIVISION OF LICENSES

No. #475.....

BUSINESS PRIVILEGE LICENSE

MUST BE DISPLAYED IN
CONSPICUOUS PLACE

For the Payment of the Sum of \$ 15.00 the Person or Firm Listed Below Is Hereby Licensed to Conduct the

Business of Resale Long Distance Transport Services

Located at Seattle, WA

Beginning

on date of 7-96 thru 7-97

upon the condition that the
tax accruing to the Town of
Patagonia shall be paid under
the provisions of Ordinances
No. 15, 31 and 39.

Issued

To: **Starlink Communications, LLC**
1200 Fifth Ave., Suite 701
Seattle, WA 98101

This License Is Subject to Revocation for
Violation of Ordinances 15, 31 and 39.

The Business Name Which This License Bears Will be Entered On Your
Monthly Report and Should Be Referred to In All Correspondence

By Mphala B. Fugua
Town Treasurer

received
JUL 19 1996

COPY

ARIZONA CORPORATION COMMISSION

Application for Certificate of Convenience and Necessity to Provide Competitive Intrastate Telecommunications Services as a Reseller

Mail original plus 10 copies of completed application to:

Docket Control Center
Arizona Corporation Commission
1200 W. Washington St.
Phoenix, AZ 85007

For Docket Control Only:
(Place Stamp Here)

If you have current applications pending in Arizona
for provision of reseller, AOS, or other
telecommunications services, please identify:

Type of Service: _____
Docket No.: _____ Date: _____

Type of Service: _____
Docket No.: _____ Date: _____

Docket No. _____

Date Docketed _____

A. Company and Telecommunications Service Information

(A-1) The name, address, and telephone number of the applicant (company):

Starlink Communications, LLC
1200 Fifth Avenue, Suite 701
Seattle, Washington 98101
(206) 622-7100

(A-2) If doing business (dba) under a name other than the applicant (company) name listed above, specify:

Not applicable.

(A-3) The name, address, telephone number, and facsimile number of the management contact:

Mr. George F. Holland, President and CEO
Starlink Communications, LLC
1200 Fifth Avenue, Suite 701
Seattle, Washington 98101
(206) 622-7100 (Telephone)
(206) 622-7171 (Facsimile)

Application for Competitive Reseller CC&N
Starlink Communications, LLC

(A-4) The name, address, and telephone of the attorney, if any, representing the applicant:

Margaret M. Charles, Esq.
Swidler & Berlin, Chartered
3000 K Street, N.W., Suite 300
Washington, D.C. 20007
(202) 424-7500 (Telephone)
(202) 424-7645 (Facsimile)

(A-5) What type of legal entity is the applicant?

☐ Sole proprietorship

☐ Partnership: _____ limited, _____ general, _____ Arizona, _____ Foreign

☒ Limited liability company

☐ Corporation: _____ "S", _____ "C", _____ non-profit, _____ Arizona, _____ Foreign

☐ Other, specify:

(A-6) Include "Attachment A." Attachment A must list names of all owners, partners, limited liability company managers, or corporation officers and directors (specify), and indicate percentages of ownership.

- (A-7)
1. Is your company currently providing telecommunication service in Arizona? If yes, provide the date or the approximate date that you began reselling service in Arizona. No
 2. If the answer to 1. is "yes," identify the types of telecommunications services you resell; whether operator services are provided or resold and whether they are provided or resold to traffic aggregators (as defined in A.A.C. R14-2-1001(3)); the number of customers in Arizona for each type of service; and the total number of intrastate minutes resold in the latest 12 month period for which data are available. Note: The Commission rules require that a separate CC&N, issued under Article 10, be obtained in order to provide operator services to traffic aggregators.
 3. If "no," when does your company plan to begin providing service in Arizona? Within the next 6 months.

Application for Competitive Reseller CC&N
Starlink Communications, LLC

- (A-8) Include "Attachment B." Attachment B, your proposed tariff, must include proposed rates and charges for each service to be provided, state the tariff (maximum) rate as well as the price to be charged, and state other terms and conditions, including deposits, that will apply to provision of the service(s) by your company.

The Commission provides pricing flexibility by allowing competitive telecommunications service companies to price their services at levels equal to or below the tariff (maximum) rates. The prices to be charged by the company are filed with the Commission in the form of price lists. See the "Illustrative Tariff/Price List Example" attached. Note: Price list rate changes that result in rates that are lower than the tariff rate are effective upon current notice to the Commission (See Rule 14-2-1109 (B)(2)). See Rule 14-2-1110 for the procedures to make price lists changes that result in rates that are higher than the tariff rate.

- (A-9) The geographic market to be served is:
- ☒ statewide.
- ☐ other, describe and provide a map depicting the area.

- (A-10) List the states in which you currently provide the services similar to those you intend to provide in Arizona.

Starlink does not yet provide intrastate interexchange services in any state.

- (A-11) Provide the name, address, and telephone number of the company's complaint contact person.

Mr. George F. Holland, President and CEO
Starlink Communications, LLC
1200 Fifth Avenue, Suite 701
Seattle, Washington 98101
(206) 622-7100 (Telephone)
(206) 622-7171 (Facsimile)

- (A-12) Provide a list of states in which you have sought to offer telecommunications services but in which the state regulatory commission granted your application with major changes and conditions or did not grant your application for those services. For each state listed, provide a copy of the commission's decision modifying or denying your application for authority to provide telecommunications services.

None.

Application for Competitive Reseller CC&N
Starlink Communications, LLC

(A-13) Has the company been granted authority to provide telecommunications services in any state where subsequently the authority was revoked? If "yes," provide copies of the state regulatory commission's decision revoking its authority.

None.

(A-14) Has the company been or is the company currently involved in any formal complaint proceedings before any state or federal regulatory commission? If "yes," in which states is the company involved in proceedings and what is the substance of these complaints. Also, provide copies of commission orders that have resolved any of these complaints.

No.

(A-15) Has the applicant been involved in any civil or criminal investigations related to the delivery of telecommunications services within the last five years? If "yes," in which states has the applicant been involved in investigations and why is the applicant being investigated?

No.

(A-16) Has the applicant been convicted of any civil or criminal acts related to the delivery of telecommunications services within the last five years? If "yes," list the states where convictions occurred and provide a copy of the court order of the convictions.

No.

Application for Competitive Reseller GC&N
Starlink Communications, LLC

B. Technical Information

- (B-1) If your company is a switchless reseller, provide the name of the company or companies whose services you resell and skip to questions (B-2). If you are not a switchless reseller, complete the remainder of the section.

Include "Attachment C." Attachment C should provide the following information: A diagram of the applicant's basic call network used to complete Arizona intrastate telecommunications traffic. This diagram should show how a typical call is routed in both its originating and terminating ends (i.e. show the access network and call completion network).

Also include on the diagram the underlying carrier(s) for each major network component and indicate if the carrier is facilities-based or not. If the carrier is not facilities-based, indicate who owns the facilities (within the State of Arizona) that are used to originate and terminate the applicant's intrastate telecommunications traffic (i.e. provide a list of the Arizona facilities-based long distance carriers whose facilities are used to complete the applicant's intrastate traffic).

Starlink is a switchless reseller that resells services of Sprint Communications Company, L.P.

- (B-2) Will your customers be able to access alternative toll service providers or resellers via 1+ or 10XXX access, if your system become non-operational?

Yes.

C. Financial Information

- (C-1) Include "Attachment D." Attachment D should provide copies of the following audited financial information for the most recent two years for all Arizona operations. Check boxes indicating items attached. **Applicant has not provided telecommunications services in the State of Arizona during the past two (2) years.**

- ☐ current intrastate balance sheet
- ☐ current intrastate income statement
- ☐ current intrastate cash flow statement
- ☐ other financial information evidencing financial resources.

Application for Competitive Reseller CC&N
Starlink Communications, LLC

I certify that if the applicant is an Arizona corporation, a current copy of the Articles of Incorporation is on file with the Arizona Corporation Commission and the applicant holds a Certificate of Good Standing from the Commission. If the company is a foreign corporation or partnership, I certify that the company has authority to transact business in Arizona. I certify that all appropriate city, county and/or State agency approvals have been obtained. Upon signing of this application, I attest that I have read the Commission's rules and regulations related to the regulation of telecommunications services and that the company will abide by Arizona State law including the Arizona Corporation Commission Rules and Regulations. I agree that the Commission rules apply in the event there is a conflict between those rules and the Company's tariff, unless otherwise ordered by the Commission. I certify that to the best of my knowledge, the information provided in this application is true and correct.

George F. Holland

(Signature of Authorized Representative)

2-14-96

(Date)

George F. Holland

(Printed Name of Authorized Representative)

President and Chief Executive Officer

(Title)

SUBSCRIBED AND SWORN to before me this 14th day of February, 1996.

[Signature]
NOTARY PUBLIC

My Commission Expires 5/29/96

Application for Competitive Reseller CC&N
Starlink Communications, LLC

ATTACHMENT A

**List names of all Owners, Corporation Officers and Directors (specify),
and Percentage(s) of Ownership**

<u>Name</u>	<u>Title</u>	<u>Percentage of Ownership</u>
900 Capital Services, Inc. 601 Gateway Blvd. Suite 260 S. San Francisco, California 94080	Member	80%
Seth Warshavsky 1200 Fifth Avenue, Suite 1206 Seattle, Washington 98101	Member	10%
Richard Parasol 100 Great Circle Drive Mill Valley, California 94941	Member	10%